United States Bank Southern District	ruptcy Court	·
Southern District a	i New York	V
Delphi Automotive S	ystems, LLC	: Chapter 11
		Case No. 05 Addison
		: Case No. 05-44640 (Jointly Administered Under Case No. 05-44481)
4844	Debtor	: Amount \$5,001.10, Claim #363
\overline{V}	OTICE: TRANSFER OF	F.CLAIM PURSUANT TO FRBP RULE 3001(e) (2)
To: (Transferor)		CLIAIM PURSUANT TO PRBP RULE 3001(e) (2)
(Timateror)		
	Mofatt Thomas Barrett	Rock & Fields Chtd
	E. Renn Vearson PO Box 829	
	Boise, ID 83701	
The transfer of		
court order) to:	m as shown above, in the a	amount of \$5,001.10, has been transferred (unless previously expunged by
entroller) EO.	.	transferred (unless previously even - 1)
	Fair Harbor Capital, LL	C Expringed by
	1072 A venue of the Amer	ricas, Suite 2305
	1016, M. 10001	
No action is required if vi	Ou do not object as at	
OF YOUR CLAIM, WI	THIN 20 DAVE OF THE	sfer of your claim. However, IF YOU OBJECT TO THE TRANSFER DATE OF THIS NOTICE, YOU MUST:
	AND ON TO ON THE	DATE OF THIS NOTICE, YOU MUST.
FILE A WRITT	TEN OBJECTION TO THE	ID mp
Special I	Deputy Clerk	TE TRANSPER WITH:
United S	lates Bankruptcy Court	
Alexanda	District of New York	
One Bow	r Hamilton Custom House	
New York	k, New York 10004-1408	
SEND A COPY (OF YOUR OBJECTION	TO THE TRANSFEREE.
Refer to INTERNAL COL	NTROL No.	in your objection
il you tile an objection a he	earing will be scheduled. If	F YOUR OBJECTION IS NOT TIMELY FILED, THE
PRANSFEREE WILL BI	E SUBSTITUTED ON OU	F TOOK OBJECTION IS NOT TIMELY FILED, THE JR RECORDS AS THE CLAIMANT,
		Intake Clerk
ALCONOMICS OF LICE OF	HS CHNI.Y"	
his notice was mailed to th	e first named party, by firs	t class mail, postage prepaid on, 200
TERNAL CONTROL No		
laims Agent Noticed: (Nan	ne of Outside Agent)	
opy to Transferee;		
		
		Deputy Clerk

-- 05-44481-rdd Doc 9607 Filed 09/25/07 Entered 09/25/07 17:49:36 Main Document Pa 2 of 4

ASSIGNMENT OF CLAIM

Machite Thomas Berrett Rock & Fields Chief, having a mailing address at PO Box 829., Boise, ID, 83701 ("Assignor"), in consideration of the "Putchase Price"), does hereby transfer to FAIR HARROR CAPITAL, LLC, or agent ("Assignor"), having an address at 875 Avenue of the sunctions, Suite 2305, New York, NY 10001, all of Assignor's right, title and interest in and to the claim or claims of Assignor, as more specifically set forth (the "Chim") against Daiphi Automotive Systems, LLC, et al. ("Debter"), Debter in proceedings for conganization (the "Proceedings") in the United States Bankruptcy Court. Southers District of New York (the "Court"), Case No. 45-44640 et al. (Notably Administered Under Case No. 95-44481), in the currently outstending appoint of not less than \$5,001.10, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignar's rights to receive all interest, penalties, cure payments that it may be entitled to receive on account of the assumption of any executory contract or leaso related to the Claim and fees, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guarantee or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and afficient, seembles, instruments and other property which may be paid of issued by Debter in satisfaction of the Claim. The Claim is based on amounts owed to Assigner by Debter as set furth property which may be part or issued by mount in succession or one chain, the charges because over the constitution of the Claim for the purpose of collection and shall not be

. Assignmer represents and warrants that (Please Check One):

A Proof of Claim has not been filed in the proceedings. Assignee shall not be responsible for fitting any Proof

A Proof of Claim in the amount of \$55,000 has been duly and timely filed in the Proceedings (and a tale copy of such Proof of Claim is attached in this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above. Assignee shall nevertheless he decined the owner of that Proof of Claim subject in the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of

Assigned further represents and warrants that the sourcest of the Claim is not less than \$5,001.10 shall the Claim in that amount is valid and that no assigner turner represents and wasterns and one amount of the circums and the country and the country in an engineer and the chair is the Claim is a superior and the chair is a superior and the chai valid, enforceable claim against the Debter, no consent, Approval, Alling or comporate, portnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and hinding agreement of Assignor, enforcesoic against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Accignor, in fall or partial suitsfaction or, or in connection with the chain; Assignor has not engaged in any acts, conduct or omissions that might result in Assignee receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unsecured qualitors; the Claim is not subject to any factoring agreement. Assignor further represents and toursants that no payment has been received by Assigner, or by any third parry elimining disough Assigner, in fall or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has title to the Claim free of any and all liens, security interests or encumbrances of any kind of nature whatsoever, and that there are no officis or defenses or preferential payment dethand that have been or may be asserted by or on behalf of Debtor or my other party to reduce the

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial subjection of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the the chain to any other party or has received or shall receive on bohalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assigned does not receive the affocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment. or sain, then the Assigner shall immediately reimburse to Amignee all amounts paid by Assigner to Assigner, plus an around equal to an additional or sail, then the Assigner strong minimary removate to exaggree an another painty resigner to resigner, plus at another special distributive percent (35%) of the Claim amount as riquidated damages suffered by Assignee on account of such other assignment or sale to the other party. Assignor further agrees to pay all costs and attorney fees incurred by Assignee to collect such amounts.

Accignor is assembled the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and reagners a swam may not be absolutely determined until entity of a final order confirming a plan of reorganization. Assignor acknowledges that, that such amount may not be absorbed, neither Assigned nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of Delvior (financial or otherwise) or any other matter relating to the Proceedings, the Poblar of the Claim, Assignot represents that it has adequate information converging the husiness and financial condition of Debter and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without militates on Assigner, and based on such information to Assignm has deemed appropriate (including information available from the files of the Court in the Proceedings), made

Assignor agrees to make to Assignoe immediate proportional restitution and repayment of the above Purchase Price to the extent that the Olnim is disallowed, subardinated, objected to at otherwise imported for any reason whatsoever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule as unliquidated, contingent or disputed, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per minute on the amount repaid for the period from the date of the Assignment brough the date such repayment is made. Assigner further agrees to minimuse Assignee for all costs, and expenses, including reasonable legal fees and costs, including by assigned as a result of such disaltowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assigner is hereby decined to sell in Assigned, and, at Assigned's option only, Assignee hereby agrees to purchase, the balance of said Claim at the Assigner is necessy occurred to see at assignment and as Assignment of the Claim traction appeared above. Assignee shall remit such payment to Assigner upon Assignce's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Assignor beauty irreviscably appoints Assignee as its true and lawful attorney and authorizes Assignee to not in Assignor's steed, to domand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned. Assigner gritts unto Assignes full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Assignor games units resigned ton authority to no an arrive incessory to entorice the entire and that the powers granted by this paragraph are discretionary in nature and that Assigned they exercise or decline to exercise such powers at Assigned's sole option. Assigned shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim t makeyings resignor agrees to race such tornic actions action sequence, as may be measured or destributions on impount of the Claim to Assignee including, Without limitation, the execution of appropriate master powers,

Assignor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Dankruptcy Code and Assignee has paid for the Claim, Assigner shall immediately remit to Assignee all monito paid by Assignee in regard to the Claim and

Assignor agrees to forward to Assignce all notices received from Debtor, the Court or any third party with respect to the Citim assigned begain and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, 29 355igned may from time to time request. Assigner further agrees that any distribution received by Assigner on account of the Claim, whether in the form of cash, securities, instrument or any other property. shall constitute property of Assignee to which Assignee has an absolute rigid, and that Assignor will bold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignce any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

If Assigner fails to regoviate the distribution check lessed to Aralgner on or believe about (90) days after insurance of such check, then Assignee shall void the distribution chack, the amount of cash attributable to such check shall be deposited in Assignee's bank account, and Assigner shall be automatically deemed to have waived its Claim. Unless Assignee is informed otherwise, the address Indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Preof of Claim has been filed, in which ease the address on the Proof of Claim shall be utilized

The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of and he enforceable by Assignor, Assignor and their

Assigner hereby acknowledges that Assignee may at any time teassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim. All representation and warrantics made herein aball survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be demand to constitute

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any aution arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assigner consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action heraunder Assignor waives the right to demand a trial by

CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignce to file a notice of transfer pursuant to Rufe 3001 (e) of the Foderal Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claim, while Assignee performs its due diligence on the Claim. Assignce, at its sole nytion, may edited not the transfer or subsequently transfer the Claim back to Assigner pursuant to Rule 3001 (e) of the FRBP iI, in Assignee's sole and absolute discretion, Assignor determines that due diligence is not satisfactory. In the event Assignee transfers the Claim heek to Assigner or withdraws the transfer, at such time both Assigner and Assignee release each other of all and any

Predric Olnss - Pair Narbor Copital, LLC

Delphi - Delphi Automativo Systems, LLC, et al. 363 OMNI 11

United States Bankruptcy Court SOUTHERN	DISTRICT OF NEW YORK	
Name of Debter DELPHI CORPORATION	Case Number	PROOF OF CLAIM
MESTER TEN A	05-44481	
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Tribule of Cipuling Like Schools on the City of the Company of the City of the	may be filed presonat to 11 U.S.C. § 501.	2 P
imoney or property):	Check box if you are aware that	DECEINE
Modatt Thomas Barrett Rock & Fields, Chid	anyone cipt in the are aware that claim relating to your claim. Attach	NEREINE
Name and address where applies should be sent:	I WIN IN SUBSCIPITION OF VALUE	Alone
Attn: Stephen R, Thomas	Dengt pos if you have never	10 NOV 72005
P.O. Box B29	SUCCIONO DAY NOBLES CO	J [
Roise, Maho 83701	Check box if the address tree	(1 S MANNAUPICY COURT
Telephone number: (11 UST 1 To Address on the assessment	SO DIST OF HEN YORK
Account or other number by which craftler identifies debtor:	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	That Small Brok Count One Only
22-391,0000	Check here Elteplaces	
1. Barts for Claim	Daments 2 previously	filed claim, dated:
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Services performed Money tound	Retires benefits as defined in 11 U.S. Wages, salaries, and overness are	i.C. 5 ITTAKN
<u>Ш</u> Раткола) inform/wrote-for density	Latt form diete at 20 at 100 (iii out helaw)
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7. Date deht was incurred;	(date) (t	ixto)
June 27, 2005 - October 10, 2005	3. If court judgment, date obtained:	
. Total Amount of Claim at Time Case Fixed: \$ 5,001.10	_ 1	
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